

In Re:
ULTRA MOTORCYCLE COMPANY

CASE NUMBER:
RS 01-18794 MG

ATTACHMENT TO NOTICE OF SALE RE 2001 TITANIUM I MOTORCYCLE MANUFACTURED BY DEBTOR

OVERBID PROCEDURES:

The bidding shall begin with Russell's offer of \$3,500.00, subject to overbid in increments of not less than \$100.00. That the Court approve the sale to the highest and best bidder as selected and determined by the Trustee. In order to protect the estate against the possibility that the successful bidder will ultimately fail to perform, the successful bidder shall be required to deposit with the Trustee, prior to the time of the hearing, a certified check or money order in the amount of \$3,500.00 payable to Robert S. Whitmore, Chapter 7 Trustee. The sale is to be "as is", "where is", with all faults and without representation or warranty by the Trustee. In the event the buyer fails to perform within the prescribed period, the deposit shall be non refundable and immediately forfeit upon such default. Further, the Trustee shall be relieved of any obligation to sell the Property to such defaulting buyer and said forfeiture shall not be construed as liquidated damages but shall be deemed to be the minimum amount of damages suffered by the estate without prejudice to the Trustee's or the bankruptcy estate's right to pursue further damages for any and all breaches by the successful bidder (Buyer).

In the event the buyer does perform, the deposit shall be credited to the purchase price. The Trustee further requests that any potential over bidder be required to demonstrate possession of funds by submitting the deposit amount to the Trustee as a precondition to participation in the bidding.

The successful bidder shall be responsible for delivery and/or transportation of the vehicle from its present location. The successful bidder shall have not more than thirty (30) days from the date of entry of an order approving the sale to arrange to pick up the asset from its present location. If the successful bidder does not pick up the Motorcycle from the Defendant within said thirty (30) days in South Salem, New York, then Defendant shall be entitled to charge the successful bidder any reasonable costs for storage thereafter. Failure by Defendant to co-operate in the turn-over of Motorcycle to the successful bidder shall make this Agreement null and void but shall not void the sale of the Motorcycle. Trustee shall be entitled to seek such orders of the United States Bankruptcy Court in aid of the enforcement of any order authorizing such sale. Any and all costs and expenses incurred by the Trustee in this regard shall become the obligation of the Defendant. Trustee, may seek a judgment or order awarding such amounts solely upon demonstration to the court of Defendant's failure to turn over the Motorcycle to the successful bidder. Such motion shall be upon noticed motion with notice to Defendant and this counsel.

The Motorcycle may be viewed via digital photographs via the Internet or be examined in person by appointment only. Prospective bidders shall contact Trustee's counsel through his paralegal Donna Derstine, P.O. Box 1028, Riverside, CA 92502; Telephone: (951) 826-8342, for the purpose of viewing (no disassembly or attempts to start the Motorcycle) the Motorcycle in person. Digital photographs of the Motorcycle are attached hereto and available for viewing at the following website:

<http://clients.bbklaw.net/bankruptcy/bksales.cfm>

